REMARKS

In the Office Action of July 19, 2007, claims 1-2, 4, 9-10, 12, 19-20 and 26 stand rejected. Claim 26 has been cancelled. New claims 27-29 have been added. The total number of claims now pending do not exceed the 20 total claims and three independent claims previously paid for, thus no additional fees are due. Reconsideration and allowance of all pending claims are respectfully requested in view of the following remarks. No new subject matter is being added by this response.

I. REJECTION UNDER 35 USC 101

Claim 12 stands rejected as reading on two statutory classes, namely a system and a method. Claim 12 has been amended to not recite a method claim.

II. REJECTION UNDER 35 USC 112

Claims 1-2, 4, 9-12, 19-20 and 26 stand rejected under 35 USC 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicant regards as the invention.

A. Claims 1-2, 4, 19-20

The Examiner argues that claim 1 is vague and is not clear as to the operable step. Claim 1 has been amended to recite:

> 1. A method for selling rental cars over a computer network while the rental cars are still available for rent, the method comprising:
>
> storing a listing of rental cars for sale on a database coupled to a server computer, the server computer coupled to the computer network, wherein the rental cars are simultaneously available for rent as part of a rental car inventory while listed for sale on the database;
>
> making the listing of rental cars accessible to a client computer coupled to the computer network over the computer network; and

receiving a buy request at the server computer from the client computer.

As can be seen in the amended claim, the concerns of the Examiner have been addressed. Claim 1 clearly claims that the automobiles are "for sale on a database on a server computer coupled to the computer network, wherein the automobiles are simultaneously available for rent as part of a rental car inventory while listed for sale on the database." Thus, as recited in claim 1, automobile are listed for sale while at the same time the automobiles are still available for rent as part of a rental car fleet. These amendments are supported by paragraphs 21-23 of the application. Also, claim 1 has been amended to claim operable steps. Therefore, claim 1 is in condition for allowance.

The Examiner rejects claim 2 as confusing as to the relationship between a buy request and a winning bid. Claim 2 has been amended to remove any confusion and now claims the buy request results from a winning bid.

Claims 4, 19-20 depend from claim 1. Claim 1, as amended, is in condition for allowance. Therefore, claims 4, 19-20 are in condition for allowance.

B. Claims 9-12 and 26

Considering claim 9, the Examiner rejects claim 9 as indefinite as to the word operable. Per suggestion of the Examiner, claim 9 has been amended to claim the server is "programmed to" as opposed to "operable to." Also, structural elements have been added per request of the Examiner. Claim 9 satisfies the requirements of 35 USC 112, second paragraph, and is in condition for allowance.

Considering claims 10 and 12, claims 10 and 12 have been amended to clearly limit claim 9. Also, claims 10 and 12 depend from allowable claim 9. Therefore, claims 10 and 12 are in condition for allowance.

Considering claim 26, claim 26 has been cancelled and its limitations incorporated into claim 9.

III. REJECTION UNDER 35 USC 103(a)

To establish a prima facie case of obviousness under 35 U.S.C. § 103, three requirements must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. M.P.E.P. 2143. Since the Examiner has not established a prima facie case of obviousness, the Applicant respectfully traverses this rejection.

A. Claim 9

Claims 9, 10, 12 and 26 stand rejected under 35 USC 103(a) as unpatentable over the article "The FTC looks at RTO" having an alleged publication date of January 2000 (on PTO-892), which is actually May 2000 (as written on the provided document).

The Examiner's position is that the Rent-to-Own industry rents items and contemporaneously offers the items for sale. The Examiner then says it would be obvious to offer an automobile as the item and that it would be obvious to store information regarding the sale on a server. The Examiner's argument fails for several reasons.

First, a rent-to-own transaction differs from the brief description given by the Examiner says it is. In a rent-to-own transaction, a consumer enters into an agreement whereby he rents an item with the understanding that if he rents the item for a certain amount of time (typically 60 or 78 months), he will own the item. For example, a consumer may rent a TV at $100 a month and at the end of eighteen months he would own the TV. Rent-to-own transactions differ from typical sales transaction in that the buyer does not have actually ownership until all payments are made. Rent-to-own transactions are popular for lower income buyers because they are often no credit checks, since the seller retains ownership until all the payments are made. The buyer can also return the item at anytime during the

period for ownership. If the buyer returns the item before the agreed upon period to buy, the buyer typically gets no credit for the payments. In this arrangement, an arrangement when a person rents-to-own an item, the seller does not know at the time if the buyer will keep the entire for the entire period needed for purchase or if the buyer will return the item after a month or two. As such, the seller can't advertise the item for sale when it doesn't know when, or even if, the item will ever be in its physical possession.

In addition, the proposed combination fails to teach all of the limitations as in claim 9, amended. Claim 9, as amended, recites, in part, a server programmed to "store a listing of rental cars available for sale by an asset reseller while simultaneously part of a rental car fleet owned by a party other than the asset reseller and available for rent as part of the rental car fleet, the listing stored in a database coupled to the server." In the proposed combination does not disclose, teach or suggest sale by an asset reseller while owned by a party other than the asset reseller. Instead, under the proposed combination the same party sells and rents. The proposed combination would still have any opportunity to rent or buy offered by the same party.

Also, the proposed combination does not disclose a server programmed to store a listing of rental cars while the rental cars are part of a rental car fleet and available for rent. While there maybe motivation to add automobiles as an asset, there is no shown motivation to add a rental car as an asset in a rent to own business. Indeed, it would make no sense to offer rental cars in a rental car fleet for rent to own. Such a combination would have to change how the RTO system works – rent with option to buy after a certain period – to how the rental car companies rent cars – typically for short period of time without the ability to obtain ownership no matter how long the rental period lasts.

Claims 10 and 12 depend from claim 9. Claim 9 is in condition for allowance. Therefore, claims 10 and 12 are in condition for allowance.

Claim 26 has been cancelled.

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IV. NEW CLAIMS

Claims 27-29 have been added. These claims are fully supported by the specification as filed and are in condition for allowance.

V. MAILING ADDRESS

The attorney's mailing address has changed to

Alexander Ching
700 West Copper
Hobbs, New Mexico 88240

VI. CONCLUSION

For the foregoing reasons, the present application is believed to be in condition for allowance and favorable action is respectfully requested. The Examiner is invited to telephone the undersigned at the telephone number listed below if it would in any way advance prosecution of this case.

Respectfully submitted,

By _____
Alexander B. Ching
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January 22, 2008
Date